



**NOTICE OF PUBLIC MEETING
OF THE
PLEASANT GROVE CITY COUNCIL
AND
THE PLEASANT GROVE REDEVELOPMENT AGENCY**

Notice is hereby given that the Pleasant Grove City Council and the Pleasant Grove Redevelopment Agency will hold a meeting at **6:00 p.m. on Tuesday June 9, 2015** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a. City Council Meeting Minutes:**
 - City Council Minutes for the April 28, 2015 meeting.
 - City Council Minutes for the May 5, 2015 meeting.
 - City Council Minutes for the May 12, 2015 meeting.
 - City Council Minutes for the May 19, 2015 meeting.

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

- 7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
- 8. PRESENTATIONS:**
 - A.** Introduction of new employees.
 - B.** Presentation of Fire Department Certificates. *Presenter: Chief Thomas*
- 9. ACTION ITEMS WITH PUBLIC DISCUSSION:**
 - A. Public Hearing** to consider for adoption an Ordinance (2015-20) request of Craig Smith to rezone approx. 12.32 acres from RR (Rural Residential) to R1-12 zone (Single Family Residential) on property located at approx. 1640 North 300 East in the R-R (Rural Residential) Zone. (**BIG SPRINGS NEIGHBORHOOD**) *Presenter: Director Young*

10. ACTION ITEMS READY FOR VOTE:

- A.** To consider for approval a final plat for a 23 lot subdivision called Mahogany View being approx. 12.32 acres located at approx. 1640 North 300 East in the R-R (Rural Residential) Zone. **(BIG SPRINGS NEIGHBORHOOD)** *Presenter Director Young.*
- B.** To consider for approval a final plat a 1 lot subdivision called Olayan being approx. 0.5 acres on property located at approx. 1246 North 500 East in the R1-15 (Single Family Residential) Zone. **(BIG SPRINGS NEIGHBORHOOD)** *Presenter: Director Young*
- C.** To consider for adoption an Ordinance **(2015-21)** amending Title 7 Section 3 “Cemetery Regulations” Subsection 17-A “Headstones and Vaults” of the Pleasant Grove Municipal Code by increasing the height limitations on headstones; and providing for an effective date. *Presenter: Administrator Darrington*
- D.** Responses to public input from the budget discussion. *Presenter: Administrator Darrington*
- E.** To consider for adoption a Resolution **(2015-019)** approving and adopting the Pleasant Grove City’s Fiscal Year 2015/2016 Budget. A comprehensive fee schedule and the Pleasant Grove City Redevelopment Agency (RDA) budget are included in the final budget; and providing for an effective date. *Presenter: Director Lundell*
- F.** To consider for adoption a Resolution **(2015-020)** supporting HB 362 which authorized a 0.25% local option general sales tax to be dedicated to transportation and encouraging Utah County to submit the proposal to voters, and encouraging voters to support the proposal and providing for an effective date. *Presenter: Administrator Darrington*
- G.** To consider for approval a Proclamation declaring July 1 – July 7, 2015 as Local First Utah's Independents Week. *Presenter: Attorney Petersen*
- H.** To consider for adoption a Resolution **(2015-021)** authorizing the Mayor to declare a 2000 Chevy Impala and a 2003 Crown Vic as surplus and direct that they be disposed of according to the City’s policy for disposing of surplus property. *Presenter: Chief Smith*
- I.** Discussion and possible action on the formation of the Public Safety Building Committee. *Presenter: Mayor Daniels*
- J.** To consider for adoption a Resolution **(2015-022)** authorizing the Mayor to enter into an Interlocal Agreement with the Pleasant Grove City Redevelopment Agency (RDA) for tax increment participation in the 1300 West Community Development Project Area and providing for an effective date. *Presenter: Administrator Darrington.*

11. CONVENE AS THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY.

12. RECONVENE AS THE PLEASANT GROVE CITY COUNCIL.

13. ITEMS FOR DISCUSSION – NO ACTION: (Public Comment allowed if needed)

14. DISCUSSION ITEMS FOR THE JUNE 23, 2015 JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING.

15. NEIGHBORHOOD AND STAFF BUSINESS.

16. MAYOR AND COUNCIL BUSINESS.

17. SIGNING OF PLATS.

18. REVIEW CALENDAR.

19. ADJOURN.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City (www.plgrove.org) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: June 5, 2015

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building.

Public Hearing published in the Daily Herald on May 29, 2015.

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

CITY COUNCIL STAFF REPORT

Meeting Date: June 9, 2015

Item: 9C

Mahogany View Rezone From R-R to R1-12 Located at Approx. 1640 North 300 East Public Hearing

APPLICANT:

Lars Anderson representing
Craig H. Smith

ADDRESS:

1640 North 300 East

ZONE:

R-R (Rural Residential)

GENERAL PLAN:

Low Density Residential

ATTACHMENTS:

- General Plan Map
- Zoning Map
- Aerial Map

REPORT BY:

Ken Young, Community
Development Director

Royce Davies, City Planner

BACKGROUND

The applicant is requesting approval to rezone of approximately 12.32 acres of property from an R-R (Rural Residential) Zone to an R1-12 (Single Family Residential) Zone located at approximately 1640 North 300 East. This request would allow for a subdivision called Mahogany View to be created with the lot sizes that reflect the new R1-12 zoning.

According to Utah County Property Tax Records, the property to be rezoned is owned by Craig H. and Linda L. Smith as well as Cole M. and Heather J. Goodman. Affidavits have been provided by Craig H. Smith authorizing Lars Anderson to represent him in the rezone application.

ANALYSIS

The General Plan designation of the property affected by the proposed rezone is Low Density Residential. This designation allows for R1-15 and R1-12 (Single Family Residential) zones.

The proposed R1-12 Zone has a minimum lot size of 12,000 square feet. The properties to the west, south, and east of these properties are zoned R1-10 (Single Family Residential) and the properties across the street to the north are zoned R1-20 (Single Family Residential). The R1-20 zoning to the north is supported by the General Plan designation on those properties while the R1-10 zoning to the west, south, and east is not supported under the current General Plan for the area. This discrepancy is due to the R1-10 zoning being established under a previous iteration of the General Plan.

The proposed zoning not only will match the surrounding properties but is also supported by the General Plan on these properties and meets the intent of the current Zoning Ordinance.

On May 28, 2015 the Planning Commission recommended that the City Council approve the proposed rezone.

RECOMMENDATION

Staff recommends that the City Council approve the request of Lars Anderson to rezone approximately 12.32 acres located at approximately 1640 North 300 East from an R-R (Rural Residential) Zone to an R1-12 (Single Family Residential) with the following conditions:

1. All Final Planning, Engineering, and Fire Department requirements are met.

MODEL MOTIONS

Approval – “I move the City Council approve the request of Lars Anderson to rezone approximately 12.32 acres located at approximately 1640 North 300 East from an R-R (Rural Residential) Zone to an R1-12 (Single Family Residential) Zone; and adopting the exhibits, conditions and findings of the staff report, and as modified by the conditions below:

1. List any additional conditions....

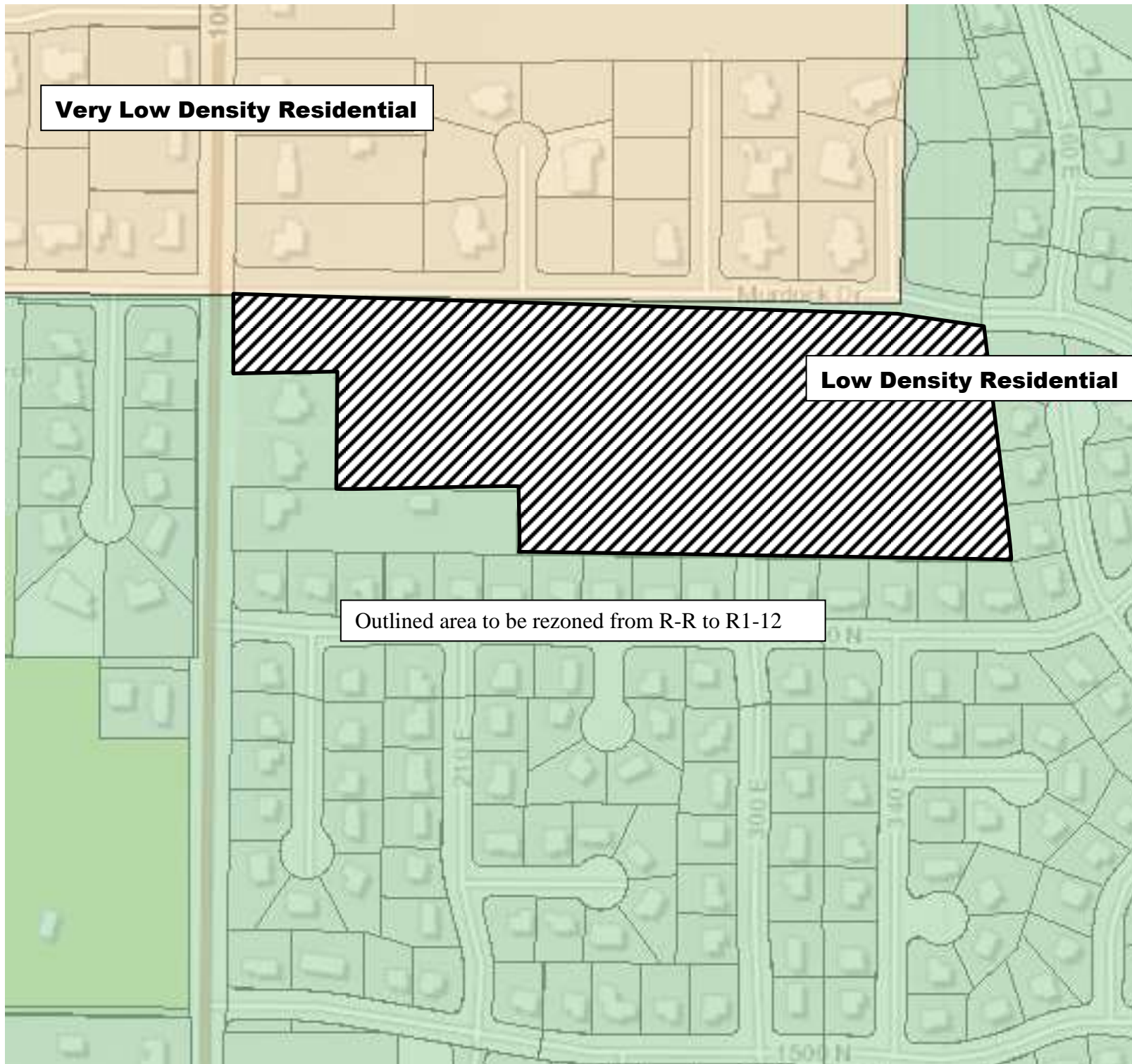
Continue – “I move the City Council continue the review of the request of Lars Anderson to rezone approximately 12.32 acres located at approximately 1640 North 300 East from an R-R (Rural Residential) Zone to an R1-12 (Single Family Residential) Zone until (give date), based on the following findings:”

1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

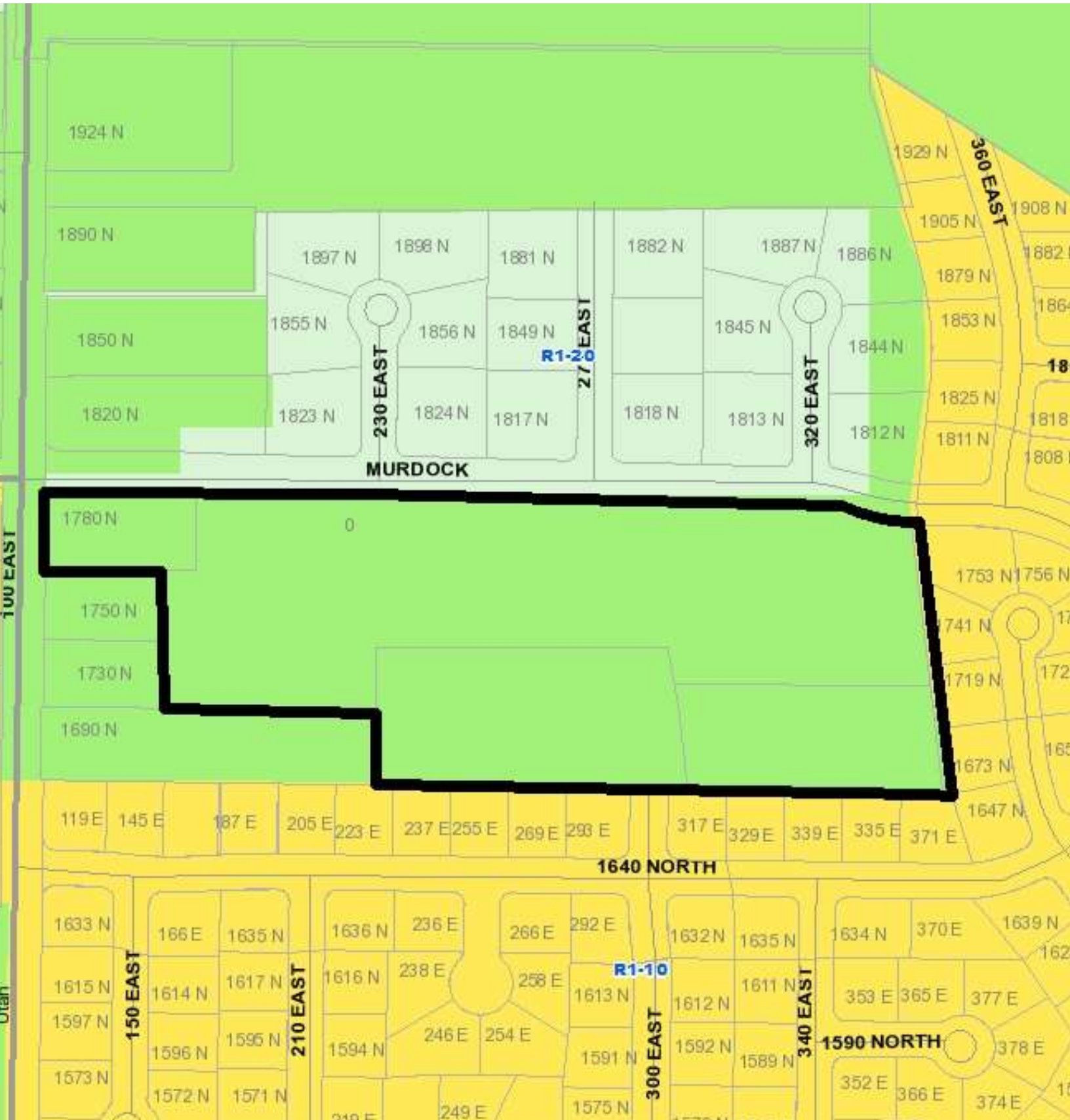
Denial – “I move the City Council deny the request of Lars Anderson to rezone approximately 12.32 acres located at approximately 1640 North 300 East from an R-R (Rural Residential) Zone to an R1-12 (Single Family Residential) Zone based on the following findings:”

1. List findings for denial...

GENERAL PLAN MAP



ZONING MAP



AERIAL MAP



ORDINANCE NO. 2015-20

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF PLEASANT GROVE CITY, RE-ZONING APPROXIMATELY 12.32 ACRES LOCATED AT APPROXIMATELY 1640 NORTH 300 EAST FROM R-R TO R1-12. CRAIG SMITH, APPLICANT.

WHEREAS, the applicant intends to create a subdivision at approximately 1640 NORTH 300 EAST including lots that meet the proposed minimum lot size in the R1-12 Zone; and

WHEREAS, the General Plan designation of Low Density Residential supports the R1-12 Zone on the property; and

WHEREAS, the approximately 12.32 acres currently in the R-R Zone is surrounded on the east and west by properties with an R1-10 zoning; and

WHEREAS, on May 28, 2015 the Pleasant Grove City Planning Commission held a public hearing to consider the re-zone request; and

WHEREAS, at its public hearing the Planning Commission found that the rezone request was in the public's interest and is consistent with the written goals and policies of the General Plan; and

WHEREAS, the Pleasant Grove Planning Commission recommended to the Pleasant Grove City Council that the rezone request be approved; and

WHEREAS, on June 9, 2015 the Pleasant Grove City Council held a public hearing to consider the request; and

WHEREAS, at its meeting the Pleasant Grove City Council was satisfied that the re-zoning request was in the best interest of the public and was consistent with the written goals and policies of the General Plan; and

WHEREAS, at its meeting the Pleasant Grove City Council approved the request that the approximately 12.32 acres located at approximately 1640 North 300 East be rezoned from R-r (Rural Residential) to R1-12 (Single Family Residential).

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLEASANT GROVE:

SECTION- 1: The approximate 12.32 acres located at approximately 1640 North 300 East in the City of Pleasant Grove is hereby reclassified as R1-12 (Single Family Residential); said property being described as shown on Exhibit "A".

SECTION- 2: The Official Zoning Map showing such changes shall be filed with the Pleasant Grove City Recorder.

SECTION - 3. The Pleasant Grove City Council finds that the zone change is in the best interest of the public and is consistent with the written goals and policies of the City's General Plan.

SECTION - 4. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phases of this Ordinance.

CITY COUNCIL STAFF REPORT

Meeting Date: June 9, 2015

Item: 10A

Final Subdivision called Mahogany View Plat A at approx. 1640 North 300 East

Public Hearing

APPLICANT:

Lars Anderson

ZONE

R1-12

GENERAL PLAN DESIGNATION

Low Density Residential

ATTACHMENTS:

- 23 lot final subdivision called Mahogany View Plat A located at approx. 1640 North 300 East
- Aerial Photo
- Zoning Map

REPORT BY:

- Ken Young, Community Development Director
- Royce Davies, City Planner

BACKGROUND

The applicant requests approval of a 23 lot final subdivision located at 1640 North 300 East in the proposed R1-12 Zone.

ANALYSIS

The applicant has submitted a rezone application to change 12.32 acres of property from R-R (Rural Residential) to R1-12 (Single Family Residential) with a 12,000 square foot minimum lot size. The proposed subdivision and future plats are to be located on the rezoned property. The subdivision will legalize a previous illegal subdivision where lot 104 as shown on the submitted plat was created.

All lots meet the minimum lot size with lots 101, 102, and 103 being almost an acre in size. Lots 201 and 203 must be wider than they are presented in the plat. The plat engineer has been made aware of this requirement and must meet the minimum lot width on all lots before being finally approved. Full review of the plat shows that it meets all other planning and zoning requirements.

Based on review of the proposed final plat, Staff is satisfied that it meets the regulations and intent of the City Code. Because of this, Staff recommends approval of the final plat.

RECOMMENDATION

Staff recommends that the City Council approve the proposed 23 lot final subdivision called Mahogany View Plat A located at approx. 1640 North 300 East, in The R1-12 (Single Family Residential) Zone with the following conditions:

1. All Final Planning, Engineering, and Fire Department requirements are met.

MODEL MOTIONS

Approval – “I move the City Council approve the proposed 23 lot final subdivision called Mahogany View Plat A located at approx. 1640 North 300 East, in The R1-12 (Single Family Residential) Zone; and adopting the exhibits, conditions and findings of the staff report, and as modified by the conditions below:

1. List any additional conditions....

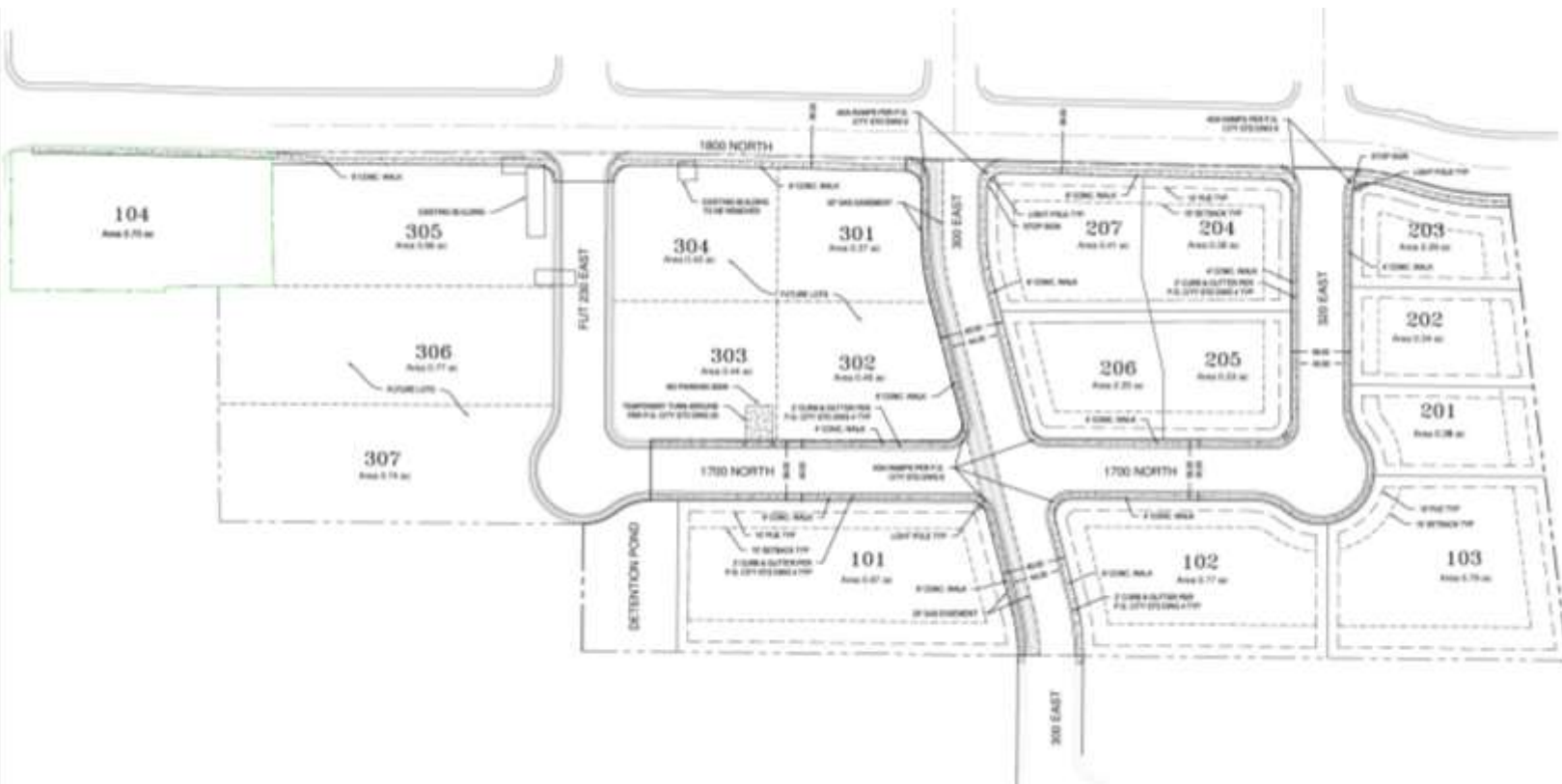
Continue – “I move the City Council continue the review of the proposed 23 lot final subdivision called Mahogany View Plat A located at approx. 1640 North 300 East, in The R1-12 (Single Family Residential) Zone, until (give date), based on the following findings:”

1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

Denial – “I move the City Council deny the proposed 23 lot final subdivision called Mahogany View Plat A located at approx. 1640 North 300 East, in The R1-12 (Single Family Residential) Zone, based on the following findings:”

1. List findings for denial...

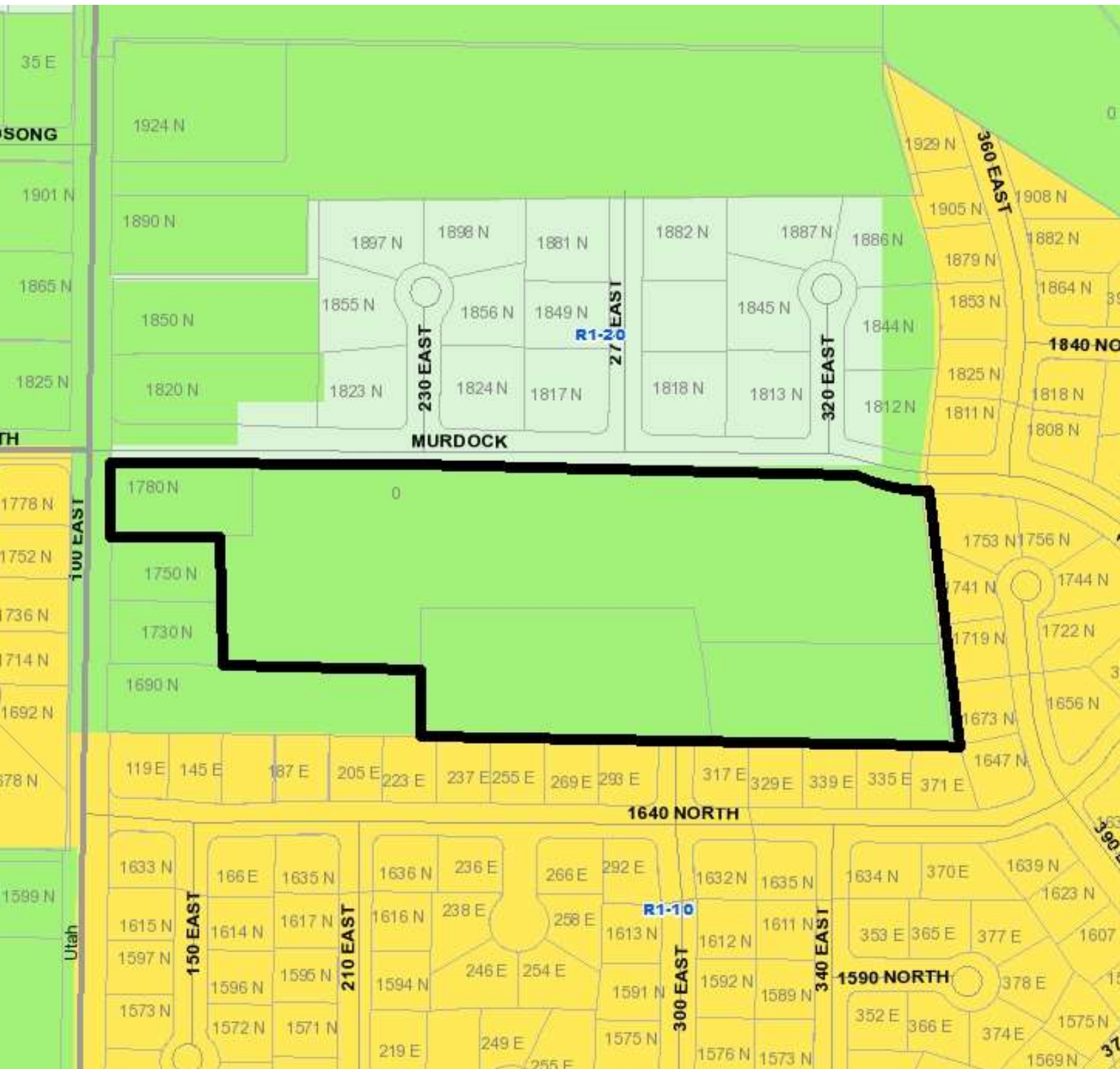
**23 LOT FINAL SUBDIVISION CALLED MAHOGANY VIEW PLAT A LOCATED AT
APPROX. 1640 NORTH 300 EAST**



AERIAL PHOTO



ZONING MAP



CITY COUNCIL STAFF REPORT

Meeting Date: June 9, 2015

Item: 9C

**Final Subdivision called
Olayan at approx. 1246
North 500 East**

Public Hearing

APPLICANT:

Temple Olayan

ZONE

R1-20

GENERAL PLAN DESIGNATION

Low Density Residential

ATTACHMENTS:

- 1 lot final subdivision called Olayan located at approx. 1246 North 500 East
- Aerial Photo
- Zoning Map

REPORT BY:

- Ken Young, Community Development Director
- Royce Davies, City Planner

BACKGROUND

The applicant requests approval of a 1 lot preliminary subdivision located at 1246 North 500 East in the R1-20 Zone.

ANALYSIS

The applicant has submitted a final plat with one lot being approx. 18,188 square feet. The plat includes a roadway dedication to extend a road westward from where 1300 North and 580 East meet. The proposed plat included in this report shows a narrow strip of property which shall be attached to the larger property. There is also a small triangular property on the southeast corner of the plat. The plat engineer has been made aware that this small property should be deeded to an adjacent property owner as it does not meet the current zoning standards for a lot.

The applicant has indicated their intention to install sewer connections to existing sewer mains as this has been a challenge for development on this lot in the past. Water lines and other required utilities will also be improved according to the applicant.

The single lot in this subdivision meets the minimum lot size, frontage, lot width, and all other requirements of the City Code. Based on review of the proposed final plat, Staff is satisfied that it meets the regulations and intent of the City Code. Because of this, Staff recommends approval of the final plat.

RECOMMENDATION

Staff recommends that the City Council approve the proposed 1 lot final subdivision called Olayan located at approx. 1246 North 500 East, in The R1-20 (Single Family Residential) Zone, with the following conditions:

1. All Final Planning, Engineering, and Fire Department requirements are met.

MODEL MOTIONS

Approval – “I move the City Council approve the proposed 1 lot final subdivision called Olayan located at approx. 1246 North 500 East, in The R1-20 (Single Family Residential) Zone; and adopting the exhibits, conditions and findings of the staff report, and as modified by the conditions below:

1. List any additional conditions....

Continue – “I move the City Council continue the review of the proposed 1 lot final subdivision called Olayan located at approx. 1246 North 500 East, in The R1-20 (Single Family Residential) Zone, until (give date), based on the following findings:”

1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

Denial – “I move the City Council deny the proposed 1 lot final subdivision called Olayan located at approx. 1246 North 500 East, in The R1-20 (Single Family Residential) Zone, based on the following findings:”

1. List findings for denial...

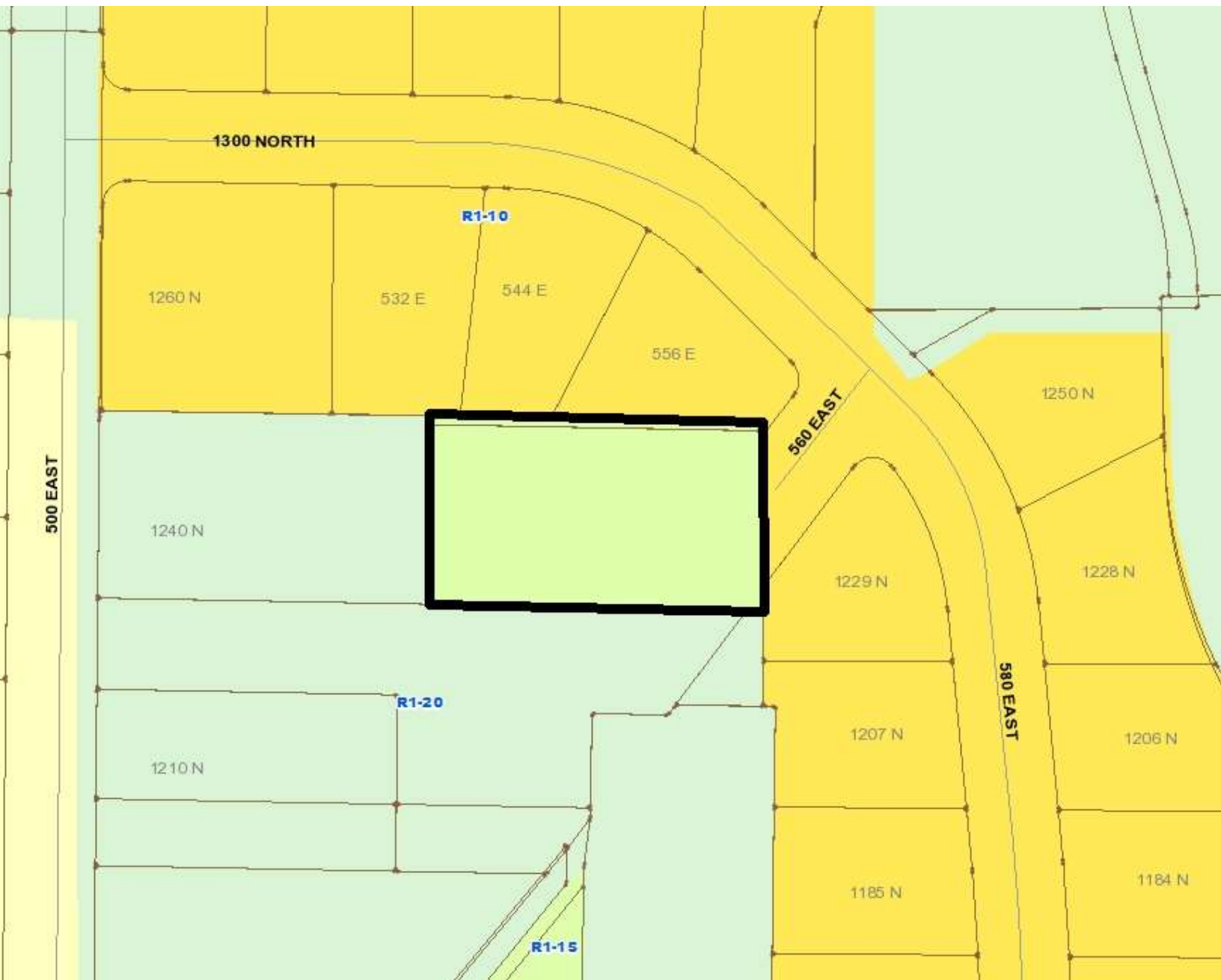
1 LOT FINAL SUBDIVISION CALLED OLAYAN LOCATED AT APPROX. 1246 NORTH 500 EAST



AERIAL PHOTO



ZONING MAP



RESOLUTION NO. 2015-019

A RESOLUTION OF THE CITY COUNCIL OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 WHICH INCLUDES A COMPREHENSIVE FEE SCHEDULE AND THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY (RDA) BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a tentative budget for the fiscal year of 2015/2016 was adopted on May 5, 2015; and

WHEREAS, the Pleasant Grove City Council has had opportunity to review, consider, and revise the tentative budget; and

WHEREAS, notice of a public hearing was published in a newspaper of general circulation no less than 7 days prior to the public hearing, as required by law, to receive public input regarding the tentative 2015/2016 budget; and

WHEREAS, a copy of the tentative 2015/2016 budget was made available for public review at the office of the City Recorder for a period of at least 10 days prior to the adoption of the final budget, as stipulated in Utah Code Annotated 10-6-112; and

WHEREAS, a public hearing was held on May 26, 2015 where the Pleasant Grove City Council took public comment on the proposed budget; and

WHEREAS, WHEREAS, the final budget includes the allocation of revenue from the water, sewer and other enterprise funds to the general fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Pleasant Grove City, Utah County, State of Utah, does hereby adopt the proposed 2015/2016 fiscal year budget, comprehensive fee schedule and the RDA budget as attached hereto as Exhibit "A".

PASSED AND ADOPTED by the City Council of Pleasant Grove City, Utah this 9th day of June, 2015.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder

RESOLUTION NO. 2015-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANT GROVE UTAH, SUPPORTING THE HB (2015) 362 AUTHORIZED 0.25% LOCAL OPTION GENERAL SALES TAX DEDICATED TO TRANSPORTATION, ENCOURAGING THE COUNTY OF UTAH TO SUBMIT THE PROPOSAL TO VOTERS IN THE NOVEMBER 2015 ELECTION, AND ENCOURAGING VOTERS TO SUPPORT THE PROPOSAL.

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth, improved air quality and public health, and enhanced quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of local government; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of local government; and

WHEREAS, Pleasant Grove's residents demand new comprehensive transportation options such as bike lanes, multi-use paths, off-road trails, and transit in addition to traditional roads; and

WHEREAS, due to our drastic shortfall in transportation revenue, Pleasant Grove is using \$200,00.00 from the general fund to supplement the Class B&C Fund revenue in order to try to meet our local transportation needs; and

WHEREAS, research from the Utah Department of Transportation indicates that road rehabilitation costs six times as much as road maintenance, and road reconstruction costs ten times as much as road maintenance, and

WHEREAS, investing in transportation results in economic development for Pleasant Grove City and Utah County and accessible good-paying jobs for our residents; and

WHEREAS, improving comprehensive transportation in Pleasant Grove City and Utah County will reduce private vehicle usage which will in turn lead to improved air quality; and

WHEREAS, poor air quality discourages economic development, business recruitment and tourism visits, and contributes to asthma and other health ailments; and

WHEREAS, nearly 1 in 10 Utah adults suffer from asthma and struggle to breathe during poor air quality days; and

WHEREAS, nearly 57% of Utah adults are overweight, nearly 200,000 Utahns have diabetes, and diabetes and obesity related health care costs in Utah exceed \$700 million; and

WHEREAS, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage our residents to be more active, enable them to spend more time with their families via active transportation, and result in improved personal and community health; and

WHEREAS, Utah has created a Unified Transportation Plan to address these comprehensive transportation and quality of life issues; and

WHEREAS, the Utah State Legislature recognized the local transportation needs and enacted HB 362 which authorized counties to impose and voters to approve a 0.25% local option general sales tax dedicated to local transportation; and

WHEREAS, the City will, upon county imposition and voter approval, receive 0.10 of the 0.25% sales tax to invest in critical local transportation needs.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PLEASANT GROVE UTAH:

SECTION 1. Support the 0.25% Local Option General Sales Tax.

The Pleasant Grove City Council supports the proposed 0.25% Local Option General Sales Tax that the Utah County governing body may submit to voters in Utah County.

SECTION 2. Encourage Submission of Proposal to the Voters of Utah County.

The City Council urges the county governing body to submit the 0.25% local option general sales tax dedicated to transportation to the voters of the county for the November 2015 election. The City Council also publicly supports the county governing body in submitting the 0.25% local option general sales tax dedicated to transportation to the electorate of the county.

SECTION 3. Encourage Voters to Enact the 0.25% Local Option General Sales Tax.

The City Council encourages voters to carefully consider the potential impact from the 0.25% general sales tax local option and to support the enactment of the 0.25% local option general sales tax because of the potential impact explained below.

SECTION 4. Road and Street Needs in Pleasant Grove City.

The City has significant traditional transportation needs that the municipal 0.10 portion could address. For example, the city has a backlog of road maintenance projects such as Locust Ave., 1300 West, 700 South, and the east portion of 1100 North. Adoption of the municipal 0.10 would enable the city to invest in the critical projects that our residents expect.

SECTION 5. Active and Alternative Transportation Infrastructure Needs in Pleasant Grove City.

The City has significant active and alternative transportation needs that the municipal 0.10 portion could address. For example, our residents are demanding improved sidewalks and pedestrian safety modes, enhanced bike lanes, better connectivity with transit, more traffic calming devices, and other modern transportation infrastructure (insert as much information about potential projects as the city sees fit). Investment in active transportation options will encourage residents to travel via walking, biking, and transit, result in a healthier population, reduced emissions, decreased health care costs, and improved quality of life. Adoption of the municipal 0.10 would enable the city to invest in the critical projects that our residents expect.

SECTION 6. Distribution of this Resolution. A copy of this resolution shall be sent to the Utah County governing body, the Utah League of Cities & Towns, the Utah Association of Counties, the Speaker of the Utah House of Representatives, the President of the Utah State Senate, State Representatives and Senators who represent the City, and the Governor of Utah.

SECTION 7. Effective Date.

This Resolution shall become effective upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,
this 9th day of June, 2015

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC, City Recorder

In Support of Local First Utah's Independents Week

Whereas, Independents Week provides a time to celebrate the independence of the members of the community of Pleasant Grove and the entrepreneurial spirit represented by our core of local independent businesses; and

Whereas, the individual decisions every community member makes today affect the future of Pleasant Grove; and

Whereas, Pleasant Grove's local independent businesses help preserve the uniqueness of the community and give us a sense of place; and

Whereas, Pleasant Grove's core of independently-owned businesses give back to this community in goods, services, time and talent; and

Whereas, the health of Pleasant Grove's economy depends on our support of businesses owned by our friends and neighbors; and

Whereas, Pleasant Grove's independent business owners and employees enrich community members' shopping experiences with their knowledge & passion;

Therefore, as we celebrate Independents Week 2015, we acknowledge that the ability to choose the direction of Pleasant Grove lies within each of us.

NOW, THEREFORE, I, Michael W. Daniels, Mayor of the city of Pleasant Grove, do hereby proclaim the week of July 1-7 2015, as: "Independents Week" and salute our community members and locally owned independent businesses who are integral to the unique flavor of Pleasant Grove and honor their efforts to make Pleasant Grove the place we want to live and work.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of Pleasant Grove to be affixed this 9th day of June, 2015.

Michael W. Daniels, Mayor of Pleasant Grove

ATTEST:

Kathy T. Kresser, CMC, City Recorder

RESOLUTION NO. 2015-021

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO DECLARE A 2003 FORD CROWN VIC AND A 2000 CHEVY IMPALA AS SURPLUS AND DIRECT THAT THEY BE DISPOSED OF ACCORDING TO THE CITY'S POLICY FOR DISPOSING OF SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Pleasant Grove City Police Department has 2 vehicles that are no longer in service; and

WHEREAS, the City has established a process for selling or disposing of surplus property; and

WHEREAS, the City would like to declare a 2003 Ford Crown Vic and a 2000 Chevy Impala as surplus and be disposed of according to the City's policy; and

WHEREAS, the City Council finds that it is in the best interests of the City to divest itself and recoup some of the costs by selling said surplus property.

NOW THEREFORE, BE IT RESOLVED by the City Council of Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor hereby declares a 2003 Ford Crown Vic Vin # 2FAFP71W33X115348 and a 2000 Chev Impala Vin# 2G1WH55K3Y92253849 as surplus and directs that they be disposed of according to the City's policy for disposing of surplus property.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,
this 9th day of June, 2015.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC, City Recorder

RESOLUTION NO. 2015-021

RESOLUTION OF THE PLEASANT GROVE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH PLEASANT GROVE CITY REDEVELOPMENT AGENCY (RDA) FOR TAX INCREMENT PARTICIPATION IN THE 1300 WEST COMMUNITY DEVELOPMENT PROJECT AREA AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, PLEASANT GROVE CITY (the “**Taxing Entity**”) and the PLEASANT GROVE CITY REDEVELOPMENT AGENCY (the “**Agency**”) have agreed to approve and enter into the Interlocal Agreement, whereby the Taxing Entity consents to the Agency receiving certain property tax increment from the 1300 West Community Development Project area (the “**Project Area**”) attributable to the Taxing Entity’s tax levy and that such tax increment be used to fund the Project Area and the 1300 West Community Development Project Area Plan (the “**Plan**”);

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE PLEASANT GROVE CITY COUNCIL THAT:

1. The Interlocal Agreement between the Taxing Entity and the Agency attached hereto is approved and shall be executed by the Mayor; and
2. The Agency is allowed to collect the Taxing Entities portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and
3. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the Taxing Entity for review and signature indicating approval as to proper form and compliance with applicable law; and
4. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed after adoption with the keeper of records of the County; and

5. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

6. In the event this Interlocal Agreement is not adopted by the Taxing Entity, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by Pleasant Grove City on the 9th day of June, 2015

PLEASANT GROVE CITY

Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, CMC, City Recorder

INTERLOCAL COOPERATION AGREEMENT
Between
PLEASANT GROVE CITY REDEVELOPMENT AGENCY
And
PLEASANT GROVE CITY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into as of the ____ day of _____ 2015, by and between the PLEASANT GROVE CITY REDEVELOPMENT AGENCY (the "**Agency**") and PLEASANT GROVE CITY (the "**Taxing Entity**"). The foregoing are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated, 1953, as amended, and any successor law or act (the "**Development Act**") and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

A. WHEREAS, the Agency has created the 1300 West Community Development Project Area (the "**Project Area**") which includes the property described and shown in Attachment "A", to this Agreement. The Agency's purpose in creating this Project Area is to promote the development of the do TERRA office complex, (the "**Project**") in the Project Area, and it is the intent of the Taxing Entity to participate with the tax increment generated from this development; and

B. WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities; and

C. WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the Taxing Entity's tax levy, and the Taxing Entity is willing to consent that certain property tax increment from the Project Area attributable to the Taxing Entity's tax levy be used, to fund the Project Area and Plan; and

D. WHEREAS, Sections 17C-4-201 of the Development Act authorizes a taxing entity to "consent to the agency receiving the taxing entity's... tax increment... for the purpose of providing funds to carry out a proposed or adopted community development project area plan;" and

E. WHEREAS, for the purpose of providing funds to carry out the adopted Plan, the Taxing Entity desires to consent that the Agency receive certain tax increment from the Project Area attributable to the Taxing Entity's tax levy in accordance with the terms of this Agreement; and

F. WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended (the “**Cooperation Act**”).

AGREEMENT

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by Utah County. The Parties agree that for purposes of calculation of the Taxing Entity’s share of tax increment from the Project Area to be paid to the Agency pursuant to this Agreement, the base year shall be 2013, and the base taxable value shall be the 2013 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Utah County records, the Parties agree that the proposed 2013 base taxable value of the Project Area is \$551,681. The increase in the property tax revenues attributable to the Taxing Entity’s tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to Taxing Entity’s tax levy on the base taxable value, or in other words the tax increment attributable to the Taxing Entity’s tax levy (the “**Tax Increment**”), in accordance with Section 17C-4-203(2) of the Development Act shall be paid by Utah County to the Agency for the period of time as provided and set forth in Section 2 below.

2. Taxing Entity’s Consent. The Taxing Entity, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

That the Agency, for twenty (20) tax years, beginning with the year the Agency begins to draw the tax increment, shall receive 75% of the Tax Increment attributable to the Taxing Entity’s tax levy on both real and personal property within the Project Area pursuant to the terms and conditions of this Agreement; for the purpose of providing funds to the Agency to carry out the proposed Plan. It is agreed by the Parties that the maximum amount the Agency may receive under this Agreement from the Taxing Entity shall be \$4,750,000 (the “Budget Cap”) The Agency may not be paid any portion of the Taxing Entity’s taxes resulting from an increase in the Taxing Entity’s tax rate that occurs after the Taxing Entity approves this Agreement, unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax Increment attributable to the Taxing Entity’s tax levy for tax years beyond the 20 year collection period or over the Budget Cap shall be paid by Utah County to the Taxing Entity. It is agreed that the Tax Increment to be distributed under this Agreement shall be implemented on or before January 1, 2017.

The Parties agree that the Taxing Entity’s share shall be limited to the development of the do TERRA owned property within the proposed project area only, any additional increment that may be created from other property included in the project area will be paid to the Taxing Entity at 100%, unless consent has been given to the Agency to receive this additional Tax Increment.

In return for the Taxing Entities participation, the Agency shall agree to the following terms

and conditions, and where required provide and assist the Taxing Entity as follows:

The Agency agrees to use any Tax Increment collected from the Taxing Entity from the Project Area, for the development of the do TERRA office complex, as outlined in the adopted project area. Any need to use Tax Increment for projects outside of the do TERRA office complex must be approved by the Taxing Entity, prior to its use and commitment.

The Parties agree that the terms of this Agreement allow for the Project Area to exist for twenty (20) years, and a collection of 75 % of the anticipated Tax Increment, or until the Budget Cap has been paid, whichever event occurs first. Upon the payment of the Budget Cap or the expiration of the 20 year period of participation, this Agreement shall be terminated and the Tax Increment produced by the Project Area will return to the tax rolls and be disbursed to the Taxing Entity. This Agreement shall terminate 180 days after the Budget Cap is reached.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights to any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties, and upon the creation of the proposed Project Area, and execution of the proposed Participation/Development agreement between the Agency and private developer of the do TERRA facility, and continue through the date that

is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement; but in no event shall the Agency be able to receive the Tax Increment for a period longer than twenty (20) years as defined in this Agreement.

f. This Agreement does not create a separate entity.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties may cause to be published a notice regarding this Agreement as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with Utah Code § 17C-4-202. For purposes of the notice required under Utah Code § 17C-4-202, the Agency shall cause a notice to be published that sets forth a summary of this Agreement and includes a statement that the resolution or interlocal agreement is available for general inspection and the hours of inspection.

7. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. Further Assurances. The Parties agree to execute such additional documents and take further actions as may become necessary or desirable to fully carry out each of the provisions and the intent of this Agreement including (a) the development and redevelopment of the Project Area and (b) adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable governmental requirements without diminishing the rights and authority granted to Agency under this Agreement.

10. Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provisions or the remaining provisions of this Agreement or said documents.

11. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements between the Parties with respect to the subject matter hereof.

ENTERED into as of the day and year first above written.

PLEASANT GROVE CITY REDEVELOPMENT AGENCY

By: _____
Michael W. Daniels, Chairman

By: _____
Executive Director

ATTEST

By: _____
Kathy T. Kresser Agency Secretary

Reviewed as to form and compliance with applicable law:

Tina Petersen, Attorney for Agency

PLEASANT GROVE CITY

By: _____
Michael W. Daniels, Mayor

ATTEST:

By: _____
Kathy T. Kresser. City Recorder

Reviewed as to form and compliance with applicable law:

By: _____
Tina Petersen, City Attorney



**NOTICE OF MEETING
OF THE
PLEASANT GROVE CITY REDEVELOPMENT AGENCY**

Notice is hereby given that the Pleasant Grove City Redevelopment Agency (RDA) will hold a public meeting **on Tuesday, June 9, 2015 at approximately 6:00 p.m.**, in the City Council Chambers (south entrance), 86 East 100 South, Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend and comment.

AGENDA

1. Convene as the Pleasant Grove City Redevelopment Agency.
2. To consider for adoption a Resolution (**2015-01 RDA**) of the governing body of Pleasant Grove City Redevelopment Agency authorizing the Chair of RDA to enter into an Interlocal Agreement with Pleasant Grove City for tax increment participation in the 1300 West Community Development Project Area and providing for an effective date.
Presenter: Administrator Darrington
3. Adjourn.
4. Reconvene as the Pleasant Grove City Council.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits (City Hall, Library, and Community Development). Agenda also posted on State (<http://pmn.utah.gov>) and City websites (www.plgrove.org).

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: June 5, 2015

Time: 5:00 p.m.

.
*NOTE: If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, twenty-four or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

RESOLUTION NO. 2015-01 RDA

RESOLUTION OF THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY (RDA) APPROVING AN INTERLOCAL AGREEMENT WITH THE PLEASANT GROVE CITY COUNCIL FOR TAX INCREMENT PARTICIPATION IN THE 1300 WEST COMMUNITY DEVELOPMENT PROJECT AREA AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, PLEASANT GROVE CITY (the “**Taxing Entity**”) and the PLEASANT GROVE CITY REDEVELOPMENT AGENCY (the “**Agency**”) have agreed to approve and enter into the Interlocal Agreement, whereby the Taxing Entity consents to the Agency receiving certain property tax increment from the 1300 West Community Development Project area (the “**Project Area**”) attributable to the Taxing Entity’s tax levy and that such tax increment be used to fund the Project Area and the 1300 West Community Development Project Area Plan (the “**Plan**”);

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY THAT:

1. The Interlocal Agreement between the Taxing Entity and the Agency attached hereto is approved and shall be executed by the Mayor; and
2. The Agency is allowed to collect the Taxing Entities portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and
3. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the Taxing Entity for review and signature indicating approval as to proper form and compliance with applicable law; and
4. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed after adoption with the keeper of records of the County; and
5. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the

Agency, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

6. In the event this Interlocal Agreement is not adopted by the Taxing Entity, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by Pleasant Grove City on the 9th day of June, 2015

PLEASANT GROVE CITY REDEVELOPMENT AGENCY

Michael W. Daniels, Chair

ATTEST:

(SEAL)

Kathy T. Kresser, Secretary

INTERLOCAL COOPERATION AGREEMENT
Between
PLEASANT GROVE CITY REDEVELOPMENT AGENCY
And
PLEASANT GROVE CITY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into as of the ____ day of _____ 2015, by and between the PLEASANT GROVE CITY REDEVELOPMENT AGENCY (the "**Agency**") and PLEASANT GROVE CITY (the "**Taxing Entity**"). The foregoing are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated, 1953, as amended, and any successor law or act (the "**Development Act**") and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

A. WHEREAS, the Agency has created the 1300 West Community Development Project Area (the "**Project Area**") which includes the property described and shown in Attachment "A", to this Agreement. The Agency's purpose in creating this Project Area is to promote the development of the do TERRA office complex, (the "**Project**") in the Project Area, and it is the intent of the Taxing Entity to participate with the tax increment generated from this development; and

B. WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities; and

C. WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the Taxing Entity's tax levy, and the Taxing Entity is willing to consent that certain property tax increment from the Project Area attributable to the Taxing Entity's tax levy be used, to fund the Project Area and Plan; and

D. WHEREAS, Sections 17C-4-201 of the Development Act authorizes a taxing entity to "consent to the agency receiving the taxing entity's... tax increment... for the purpose of providing funds to carry out a proposed or adopted community development project area plan;" and

E. WHEREAS, for the purpose of providing funds to carry out the adopted Plan, the Taxing Entity desires to consent that the Agency receive certain tax increment from the Project Area attributable to the Taxing Entity's tax levy in accordance with the terms of this Agreement; and

F. WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended (the “**Cooperation Act**”).

AGREEMENT

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by Utah County. The Parties agree that for purposes of calculation of the Taxing Entity’s share of tax increment from the Project Area to be paid to the Agency pursuant to this Agreement, the base year shall be 2013, and the base taxable value shall be the 2013 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Utah County records, the Parties agree that the proposed 2013 base taxable value of the Project Area is \$551,681. The increase in the property tax revenues attributable to the Taxing Entity’s tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to Taxing Entity’s tax levy on the base taxable value, or in other words the tax increment attributable to the Taxing Entity’s tax levy (the “**Tax Increment**”), in accordance with Section 17C-4-203(2) of the Development Act shall be paid by Utah County to the Agency for the period of time as provided and set forth in Section 2 below.

2. Taxing Entity’s Consent. The Taxing Entity, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

That the Agency, for twenty (20) tax years, beginning with the year the Agency begins to draw the tax increment, shall receive 75% of the Tax Increment attributable to the Taxing Entity’s tax levy on both real and personal property within the Project Area pursuant to the terms and conditions of this Agreement; for the purpose of providing funds to the Agency to carry out the proposed Plan. It is agreed by the Parties that the maximum amount the Agency may receive under this Agreement from the Taxing Entity shall be \$4,750,000 (the “Budget Cap”) The Agency may not be paid any portion of the Taxing Entity’s taxes resulting from an increase in the Taxing Entity’s tax rate that occurs after the Taxing Entity approves this Agreement, unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax Increment attributable to the Taxing Entity’s tax levy for tax years beyond the 20 year collection period or over the Budget Cap shall be paid by Utah County to the Taxing Entity. It is agreed that the Tax Increment to be distributed under this Agreement shall be implemented on or before January 1, 2017.

The Parties agree that the Taxing Entity’s share shall be limited to the development of the do TERRA owned property within the proposed project area only, any additional increment that may be created from other property included in the project area will be paid to the Taxing Entity at 100%, unless consent has been given to the Agency to receive this additional Tax Increment.

In return for the Taxing Entities participation, the Agency shall agree to the following terms

and conditions, and where required provide and assist the Taxing Entity as follows:

The Agency agrees to use any Tax Increment collected from the Taxing Entity from the Project Area, for the development of the do TERRA office complex, as outlined in the adopted project area. Any need to use Tax Increment for projects outside of the do TERRA office complex must be approved by the Taxing Entity, prior to its use and commitment.

The Parties agree that the terms of this Agreement allow for the Project Area to exist for twenty (20) years, and a collection of 75 % of the anticipated Tax Increment, or until the Budget Cap has been paid, whichever event occurs first. Upon the payment of the Budget Cap or the expiration of the 20 year period of participation, this Agreement shall be terminated and the Tax Increment produced by the Project Area will return to the tax rolls and be disbursed to the Taxing Entity. This Agreement shall terminate 180 days after the Budget Cap is reached.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights to any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties, and upon the creation of the proposed Project Area, and execution of the proposed Participation/Development agreement between the Agency and private developer of the do TERRA facility, and continue through the date that

is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement; but in no event shall the Agency be able to receive the Tax Increment for a period longer than twenty (20) years as defined in this Agreement.

f. This Agreement does not create a separate entity.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties may cause to be published a notice regarding this Agreement as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with Utah Code § 17C-4-202. For purposes of the notice required under Utah Code § 17C-4-202, the Agency shall cause a notice to be published that sets forth a summary of this Agreement and includes a statement that the resolution or interlocal agreement is available for general inspection and the hours of inspection.

7. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. Further Assurances. The Parties agree to execute such additional documents and take further actions as may become necessary or desirable to fully carry out each of the provisions and the intent of this Agreement including (a) the development and redevelopment of the Project Area and (b) adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable governmental requirements without diminishing the rights and authority granted to Agency under this Agreement.

10. Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provisions or the remaining provisions of this Agreement or said documents.

11. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements between the Parties with respect to the subject matter hereof.

ENTERED into as of the day and year first above written.

PLEASANT GROVE CITY REDEVELOPMENT AGENCY

By: _____
Michael W. Daniels, Chairman

By: _____
Executive Director

ATTEST

By: _____
Kathy T. Kresser Agency Secretary

Reviewed as to form and compliance with applicable law:

Tina Petersen, Attorney for Agency

PLEASANT GROVE CITY

By: _____
Michael W. Daniels, Mayor

ATTEST:

By: _____
Kathy T. Kresser. City Recorder

Reviewed as to form and compliance with applicable law:

By: _____
Tina Petersen, City Attorney



NOTICE OF CANCELED MEETING

OF THE

PLEASANT GROVE CITY COUNCIL

Notice is hereby given that the Pleasant Grove City Council will not be meeting on June 16, 2015. They will be enjoying Strawberry Days with their family.

CERTIFICATE OF POSTING:


I certify that the above notice was posted in three public places within the Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City Websites (www.plgrove.org).

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: June 5, 2015

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2 Neighborhood Chair Meeting 5:30 p.m. City Council Meeting 6:00 p.m.	3 Curbside Recycle Pickup Day South Route	4	5	6
7	8	9 City Council Meeting 6:00 p.m.	10 Curbside Recycle Pickup Day North Route	11 Planning Commission Meeting 7:00 p.m.	12	13
14 Flag Day 	15 	16 No City Council Meeting	17 Curbside Recycle Pickup Day South	18 Historical Preservation Committee Meeting 7:00 p.m.	19 	20 
STRAWBERRY DAYS PARADE AND RODEO						
21 Father's Day Summer Begins 	22	23 Joint City Council and Planning Commission Meeting 6:00 p.m.	24 Curbside Recycle Pickup Day North Route	25 Planning Commission Meeting 7:00 p.m.	26	27
28	29	30 City Council Meeting 6:00 p.m.	JUNE 2015			

Department Staff Meetings
 Administrative Services: 1st and 3rd Wed at 9:00 a.m.
 Community Development: Wednesdays at 7:30 a.m.
 Department Heads: Tuesday at 2:00 p.m.
 Fire/EMS: 1st Wednesday of the month at 7:00 a.m.
 Library: 1st Friday of the month
 Parks: Tuesday at 7:00 a.m. - Recreation: Monday at 4:00 p.m.
 Public Safety: 1st Friday of the month at 7:00 a.m.
 Public Works: Wednesdays at 6:30 a.m.